

Luxury Beach House Rental

Terms & Conditions of Booking (Revised January 2013)

Please note that these Conditions should be read in conjunction with the Booking Confirmation.

Angmering-on-Sea
BEACH HOUSE
WEST SUSSEX

1. CONTRACT

Caroline Orr Bond, the Owner of The Hamptons Beach House, The New England Beach House, The Angmering-on-Sea Beach House and The Club Walk Beach House, will arrange short term holiday lets of the said property. The Contract is between the Owner of the Property and the Guest. Any issues arising under the Contract should be addressed to the Owner.

The Contract will be entered into when the Owner issues the confirmation form after payment of the balance of the rent due and will be subject to all the Booking Conditions. The Guest should check the confirmation form carefully.

2. PAYMENT

(a) DEPOSIT: A deposit of 50% of the total rent is payable to reserve specified dates to stay at the Property.

(b) BALANCE: The remaining 50% of the total rent becomes payable 13 weeks before the start of the let (unless otherwise specified on the Booking Confirmation). Should a booking be made within 4 months of the start of the let, the full deposit and balance must be paid together. Failure to pay the balance on or by the due date shall be construed as a cancellation by the Guest.

(c) CAUTIONARY/DAMAGE DEPOSIT: In addition, a refundable cautionary / damage deposit of £1,000 is payable at the time specified on the Booking Confirmation.

(d) PAYMENT METHOD: All payments must be made to the Owner. Payment should be made by electronic transfer where possible. Credit cards are accepted; however a charge of 2% for Visa, 2.55% for MasterCard or Diners Club and 3.4% for American Express will be added.

Hamptons
BEACH HOUSE
WEST SUSSEX

NEW ENGLAND
BEACH HOUSE
WEST SUSSEX

3. REFUND OF THE CAUTIONARY/DAMAGE DEPOSIT

The cautionary/damage deposit will be refunded within 14 days of your departure from the property less any costs incurred. Where you have paid the cautionary / damage deposit by bank transfer we will refund the deposit back into your account, but only upon receipt of your bank details. Please contact our accounts department to provide us with the details as the refund will not be processed until we are in receipt of your account details. We will not be held accountable if the cautionary deposit is not refunded within the 14 day time scale where we have not been provided with this information. A charge will apply where we are requested to credit an International bank account.

The Guest is legally bound to reimburse the property Owner for replacement, repair or extra cleaning costs on demand. Cautionary deposits are to cover any damage to the property and any contents, extra cleaning costs if the property is left in an unreasonable state, neglect, loss or non return of keys, excessive or long distance telephone charges. If we are not able to contact you to advise of any damages that may have occurred during your stay that require a deduction from your deposit, we cannot guarantee the balance of these funds will be refunded within the 14 day time period.

Club Walk
BEACH HOUSE
WEST SUSSEX

The Owner will not be held accountable for any bank charges etc you may incur resulting from the late return of the deposit. In the event of damages caused by you, the Guest, and your party during your stay costing in excess of the cautionary deposit payment you will be notified in writing of the amount owing. If we do not receive the funds within 30 days of your departure, we reserve the right to debit any credit/debit card details that we hold on file for you for the outstanding amount. Please note: If we are awaiting a quote from the Owner for repair / replacement of items, an extension of this 14 day timescale may be necessary. Please ensure we have all relevant contact details to enable us to contact you when refunding your deposit.

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4. CANCELLATION

Any cancellation made by the Guest for whatever reason shall be in writing addressed to the Owner at the address at the top of the booking form. Upon receipt of the notice of cancellation, all monies paid by the Guest shall be forfeited to the Owner, until, and only if, the Owner has secured a let for the said dates. The Owner strongly recommends Guests to take out cancellation Insurance. The refundable cautionary/damage deposit will be returned (assuming it has been paid).

The Owner shall not be under any liability to the Guests or third parties for any accident, damage, loss, injury, expense or inconveniences, which may be suffered, incurred, or arise out of or in any way connected with the let. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract. If the Property which the Guest has booked becomes unavailable or unusable for an unforeseen or foreseen reason prior to the date of booking, then the Owner will reimburse the Guest any monies paid.

5. CANCELLATION INSURANCE

Cancellation insurance is not compulsory but the owner does strongly recommend such insurance cover.

6. BOOKING AMENDMENTS

If you, The Guest, decide to alter any details after your booking has been confirmed by us, providing that we are informed no later than three months prior to arrival, these will be treated as changes and a £40 administration fee will be charged. However, any change requested within 12 weeks will be treated as a cancellation and could be subject to the charges outlined below. By signing these terms and conditions you are agreeing not to sell or transfer the booking to another party without written consent.

7. PERIOD OF HIRE

Rentals commence and terminate at the times specified on the Booking Confirmation.

8. USE OF THE PROPERTY

Although Guests may invite occasional visitors into the property during the day the number of persons occupying the property overnight must not exceed the maximum number stipulated on the Booking Confirmation. The property is let as a holiday home and may not be used as a venue for an event nor made available to paying guests. We reserve the right to deny access to the entire party, to require the entire party to immediately vacate the property and / or to retain the full Cautionary Deposit if this condition is not observed.

9. COMPLAINTS

Should there be any cause for complaint during the occupation of the Property, it must be notified promptly to the Owner and in the case of serious problems confirmed in writing.

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10. CARE OF THE PROPERTY

The Occupier agrees to take good care of the Property and to leave it clean and tidy and to be responsible for any breakages and items missing or any other loss or damage occurring at or to the Property, during the Occupancy Period. The Occupier will be required to pay for any such loss, damage, breakages or missing items and any cleaning (other than normal cleaning) which is required following departure.

All defects or wants of repair that may be noticed in the Property or the furnishings, fittings, contents or decorations thereof must be reported immediately to the Owner or her representatives and no attempt to repair the same shall be made other than by the Owner or persons authorised by her. The Occupier is responsible for the behaviour of all persons who may be resident in (or otherwise in) the Property during the Occupancy Period and for the condition in which the Property is left at the end of the Occupancy Period.

No inflammable or explosive material shall be stored or placed in or close to the Property. No dirt, rags, oil or similar material shall be put in any baths, sinks, lavatory or pipe at the Property.

No firearm, shotgun, crossbow or air weapon shall be brought onto the property without written permission first having been obtained and in no circumstances shall any such weapon be kept in the Property.

11. HOT TUB

Please note that no alcohol or food may be consumed in the hot tub. Before entering the hot tub we require guests to shower beforehand if they are wearing sun cream, fake tan or waterproof makeup. Should it be necessary to drain, clear out the filter, re-fill and re-heat the hot tub due to the above terms not being adhered to the sum of £250 will be deducted from your Cautionary Deposit. Should there be a hosepipe ban in Sussex, we will keep the hot tubs going for as long as we can, but if they get into a condition that is unclean, they will be drained and out of action until such time as the ban is lifted.

12. LINEN

Sun cream, fake tan, waterproof makeup and hair dye can cause permanent damage to bedding, linen and towels and we ask all guests to take care when using these products. If you plan to use them, we recommend that you bring some spare linen in order to prevent staining during your stay. If such staining occurs, although every effort will be taken to remove any stains if this is not possible, a charge may be levied to replace these items.

13. ELIGIBILITY

As our properties are private homes and each has their own restrictions in place in terms of the type of group accepted. With this in mind you will be asked the occasion for your stay at point of booking; please note that if it transpires the occasion is not as detailed, we reserve the right to require the property to be vacated immediately and to retain your cautionary deposit which will be used to compensate the Owner accordingly.

14. PETS

Well-behaved dogs are permitted on the ground floor by prior permission. If you wish to bring more than two dogs written approval further written approval from the Owner is required. Dogs must be under proper control at all times, and are not permitted on any furniture. No pets other than dogs are permitted. In the interest of safety, hygiene and amenity, dogs should be kept on leads on Estate roads. All pets should be controlled to prevent accidents and avoid fouling any part of the estate.

15. WARRANTIES

The Owner does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its employees or agents.

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16. ACCESS

The Owner (or their representatives) shall be allowed access to the Property at any reasonable time for essential maintenance or required inspections. Wherever possible, this will be by prior arrangement with the Occupier.

17. PARKING

There is parking space for 3-4 cars in the gated driveway at the Hamptons Beach House, 2-3 at the New England Beach House and 5-6 at The Angmering on Sea Beach House. Club Walk Beach House and the other beach houses off the South Strand Car Park are permitted to park subject to displaying a Luxury Beach House Parking Right Notice. The beach houses are on a private estate and there is **no** parking permitted on any of the streets/verges. It is therefore imperative that **all** cars are parked in the respective driveway or the car park. Additional parking is available on the public roads, before you enter South Strand.

18. SPEED LIMITS

In the interest of safety, all drivers must comply with the 20 MPH speed limit at all times.

19. RESPECT FOR OTHER RESIDENTS

The Property shall not be used in such a way as to cause annoyance or a nuisance to any other person nor to the occupants of any other property or land nor for any illegal or immoral purpose or for any trade or business.

The property is rented for use as a private house for the period of the rental and therefore the person/persons renting the house and their guests must treat our neighbours and neighbouring properties on this private estate with due concern and respect; complying with all relevant by-laws including those relative to noise disturbance to preserve a quiet and peaceful atmosphere, with no noise from pets, musical instruments, radios, television and any other activity likely to cause disturbing levels of sound to other residents at any time.

In particular Hi-Fis, television sets, musical instruments and similar equipment may not be used outside at any time and must be used in such a way as to cause no annoyance or disturbance to any person or occupants of neighbouring properties and the volume on all equipment and the voices of occupants should be controlled so as not to be audible outside the Property between 10 p.m. and 9 a.m.

We require that the gardens at the Hamptons Beach House not be used from 10pm until 7am and from 11pm until 7am at the New England, Club Walk and Angmering-on-Sea Beach Houses except for access or in the case of emergency. We require guests to ensure all windows and doors - excepting bedroom windows - are closed by 10pm.

Please note fireworks are not allowed on the property except for Guy Fawkes night and New Years Eve, and then only with permission.

In the event of a noise nuisance being caused by these requirements not being complied with we reserve the right to retain some or all of the Cautionary Deposit, or, in persistent cases, we reserve the right to ask you to vacate the property with immediate effect.

20. ILLEGAL SUBSTANCES

The use of illegal substances, or indeed any activity that is against the law of the United Kingdom, is prohibited.

21. INTOXICATION

Should the Guest or any member of their party arrive at the property for check-in in an apparently intoxicated state we reserve the right to deny access to the entire party.

22. MEDICATION

Please be vigilant about leaving any medication behind i.e. dropped pills/tablets due to the dangers they pose to very young children who are frequent guests.

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23. NAPPIES

All nappies should be placed in nappy sacks and then into black bin liners. The Council will not take them unless they are in black bin liners and we will deduct £25 from the cautionary deposit for each time this is not done.

24. RUBBISH

Please note that the blue top bin is for recycling and all other rubbish should be placed in black bin liners in the other bin for collection. The Council will not collect any loose rubbish that is not inside a black bin liner.

25. TELEPHONE AND WiFi

Please note a land line is provided for your use for local calls and emergencies only. Wifi is provided for your use. Please do not use it for downloading films, games etc as this uses up our limit and a charge may have to be made and taken from your damage/cautionary deposit in the event of misuse.

26. CHECK IN / CHECK OUT

We provide a personal checking in and checking out service. If you plan to leave earlier than your designated departure time, please call Victoria on 07971 049633 so that she can come earlier. In an emergency, there is a key safe at the property and the code is in the house book. But, please note, this is only for emergencies when Victoria cannot get to the property in time.

27. FIRES / CANDLES

Please be vigilant with the log fire and any lit candles. They should never be left unattended or burning when the house has gone to sleep, or vacated.

28. DOORS / WINDOWS

Please be sure to lock all doors and windows when leaving the property and upon retiring.

29. VAT

VAT is included in the rental fee where applicable.

30. DATA PROTECTION

Any personal information or details provided by the Occupier to the Company shall be treated and kept in confidence and will not be provided to anyone outside the Company's group of companies and its professional advisers and the Owner. Any personal information or details provided by the Company to the Occupier, including details of the Owner of the Property, shall be treated and kept in confidence and will not be used except for the purpose of licensing the Property in accordance with this Agreement. The Occupier shall advise the Company as soon as reasonable practicable of any change to the Occupier's details as set out above.

Personal information provided by the Occupier may be used by the Company or its group companies for future promotional mailings in relation to the property or Luxury Country Rentals and new products or services which may be of interest to the Occupier. If the Occupier initially agrees to receive such information, but later does not wish to receive such information, the Occupier may unsubscribe at any time by notifying the Company at the address set out above.

31. BREACH OF CONTRACT

If any of the above conditions are breached by The Guest or any member of their party, the Owner reserves the right to re-enter the property and request that the party leave the property with immediate effect.

These Terms & Conditions are deemed accepted upon receipt of payment therefore should you have concerns about any clause please discuss the concern before making any payment.